

EXHIBIT 19

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND
FOR PALM BEACH COUNTY, FLORIDA

OFFICE OF THE ATTORNEY GENERAL,
DEPARTMENT OF LEGAL AFFAIRS,
STATE OF FLORIDA,

Plaintiff,

vs.

CASE NO:

① WORLD AVENUE U.S.A., LLC, a Delaware
Limited Liability Corporation, Successor by
Merger to NIUTECH, LLC, a Florida Limited
Liability Corporation, and NIUNIU II,
an individual.

Defendants.



COMPLAINT

The Plaintiff, OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL
AFFAIRS, STATE OF FLORIDA (hereinafter, "ATTORNEY GENERAL'S OFFICE"), files
this Complaint and states:

Jurisdiction and Venue

1. This Complaint is brought pursuant to Florida's Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (2007) (hereinafter, "FDUTPA").
2. This Court has jurisdiction pursuant to the provisions of FDUTPA.
3. Plaintiff is an enforcing authority of FDUTPA as defined in Chapter 501, Part II, Florida Statutes, and is authorized to seek restitution, injunctive and other statutory relief pursuant to this part.

50 2007CA 013940 XXXX MB

AD
FILED
CLERK OF COURT
JAN 22 PM 8:51
Palm Beach County, Florida

4. The statutory FDUTPA violations alleged herein occurred in or affected more than one judicial circuit in the State of Florida. Additionally, the State Attorney has deferred to the jurisdiction of this office, in writing and a true and correct copy of that deferral letter is attached hereto, as Exhibit "I."

5. Plaintiff has conducted an investigation, and the head of the enforcing authority, Attorney General BILL McCOLLUM, has determined that an enforcement action serves the public interest. A true and correct copy of said determination is attached hereto and incorporated herein as Plaintiff's Exhibit "II" to this Complaint.

6. Defendants, at all times material hereto, engaged in "trade or commerce" within Florida, within the meaning of §501.203(8), Fla. Stat. (2007). Unless otherwise specified, whenever the phrase "all times material hereto" is used in this Complaint, it references the time period from 2004 to the present.

7. Defendants, at all times material hereto, solicited consumers within the definitions of Section 501.203(7), Florida Statutes (2007).

8. The Circuit Court has jurisdiction over this action pursuant to §§501.207 and 26.012, Fla. Stat. (2007).

9. Venue properly lies in Palm Beach County, Florida because the actions complained of arose from activities within Palm Beach County, Florida, and this is also where the corporate defendants have been headquartered, at all times material hereto. Defendant Niuniu Ji has also resided within Florida during the vast majority of the material time period (during which the allegedly wrongful activities took place), although he has reportedly relocated to the US Virgin Islands within the last several months, commuting frequently back and forth to Palm Beach

County, Florida, where the business remains headquartered as of this date. Additionally, a prior lawsuit to enforce the Attorney General's investigative subpoena was filed in Palm Beach County, Case No. 2007 CA 009272XXXXMB AO.

10. All conditions precedent to the commencement of this action have been met.

Identity of Parties

11. The ATTORNEY GENERAL'S OFFICE is an enforcement authority under Chapter 501, Part II, Fla. Stat. (2007), otherwise known as Florida's Deceptive and Unfair Trade Practices Act (hereinafter, "FDUTPA"). The ATTORNEY GENERAL'S OFFICE has the power and authority, among other things, to issue investigatory subpoenas and to bring enforcement actions.

12. Defendant WORLD AVENUE, LLC, is a Delaware Limited Liability Company. It is the successor by merger to NIUTECH, LLC, a Florida Limited Liability Company. These Defendants have been headquartered, at all pertinent times, in Palm Beach County, Florida.

13. Defendant NIUNIU JI is an individual over the age of 21 who was residing, during the vast majority of the material time period, in Palm Beach County, Florida. and who frequently conducts business activities in Palm Beach County, Florida. At all times material hereto, he was the Chief Executive Officer for the Defendant corporations and as such, he owned, managed or controlled the activities of the Defendant corporations.

Factual Overview

14. On or about May 22, 2006, after receiving consumer complaints, and after reviewing Defendants' internet websites, the ATTORNEY GENERAL'S OFFICE commenced a civil investigation, pursuant to §501.206, Fla. Stat. (2007), into Defendants' internet marketing activities.

15. Defendants have, at all pertinent times, been engaged in the internet business of lead generation. That is, Defendants sell consumers' personal contact information (name, address, phone, etc.) to third parties.

16. Defendants also receive revenue by directing internet traffic to various third party vendor websites. The amount of compensation for each transaction depends upon the agreement between Defendants and the particular vendor and also, upon whether the consumer makes a purchase or enters into some other economically valuable transaction with the third party vendor, such as agreeing to accept a magazine trial subscription or a visa card.

17. Consumers typically come into contact with Defendants either by receiving an e-mail solicitation, or an internet "pop-up" or by doing a search on Google or some other search engine, in which Defendants' advertisement appears as a sponsored link. Defendants use a wide variety of trade names¹ when contacting consumers, but the gist of each advertisement is believed to be

¹The Useful, LLC, Jinius Corporation, Net Radiance, The Useful.com (d/b/a Emarket Reseachgroup, Netprime, Theuseful, Theuseful.com, Earn-Free-Gifts, Get a Gift Online, Online Easter Gifts, Great Gift Rewards, Funny Free Clips, America's Top Brands, Your Smart Rewards, Incentive Reward Center, Superb Rewards, Consumer Incentive Reward, Get Your Free Bracelet, Online Gift Rewards, Premiere Gift Center, Your Exclusive Rewards, Online Mother's Day Gifts, United Opinion Panel, Consumerincentivepromotion, Mychoicerewards.com, Incentivegiftcenter.com, Productopinionpanel.com, 123specialgifts.com, Topgiftincentives.com, Expwards.com, Myselectgifts.com, Incentive gift center, My choice rewards, Product Opinion Panel, 123 Special Gifts, Top Gift Incentives, My Select Gifts, Program Reward Center, Online Reward Center, Choice Survey Group, My Premium Rewards, American Survey Panel, Online Survey Panel, EMarket Ads, National Survey Panel, Credit for 1 Year, Consumer Taste Panel, Brand Survey Panel, Shield Your PC, National Issue Panel, Smart Gift Rewards, My First Savings Bond, My Great Rewards, Premium Products Online, Consumer Gift Center, Exclusive Gift Center, Exclusive Gift Cards, My Great Incentives, Consumers Choice Rewards, Reward Gift Center, My Cool Rewards, Top Choice Incentives, My Exclusive Rewards, My Supreme Rewards, Premium Holiday Gifts, Reward Center USA, Exp Rewards, Jinius, Free Hot Gifts, I Got My Free Gift, Hot Gift Zone, Online Promo for You.

always the same: that consumers can receive “free” merchandise if certain program requirements are met. A sample of one of Defendants’ many advertisement is attached hereto, as Exhibit “A.” (See, page 1 of attachments. All attachments are continuously paginated in lower right hand corner, for easier reference).

18. The usage of the word “free,” in advertising, has historically been the subject of repeated abuse. For this reason, the usage of the term “free” is the subject of an FTC regulation. Any violation of an FTC regulation constitutes a “per se” violation of FDUTPA.

19. The Office of the Attorney General opened its investigation to determine, among other things, whether promotional merchandise was really being given away “free,” and, if not, to determine whether the terms and conditions for receiving the promotional items were clearly and conspicuously disclosed, in a manner which would not be likely to mislead consumers.

20. Additionally, the Office of the Attorney General sought to determine whether there were any unfair obstacles or impediments which would prevent consumers from receiving promotional gifts to which they would be entitled or to which they would reasonably believe themselves to be entitled.

Facts Concerning Defendants’ “Registration Path”

21. Defendants’ various e-mail, pop-up and other solicitations each contained a hyperlink which directed the consumer to the “landing page” (i.e., home page) of the Defendants’ website. A copy of a sample “landing page” is attached hereto as Exhibit “B.” (Pgs. 2-3 of attachments). The “landing page” gave the consumer two basic choices how to proceed:

- (a) The consumer could immediately begin the process of registering for their “free” gift, by entering their zip code and clicking “Here to Continue.” Entering a zip code and

clicking "Here to Continue" began a process known as entering the "registration path," or;

(b) The consumer could, before entering his zip code and entering the registration path, obtain further details on program terms and conditions, by clicking on certain hyperlinks which were shown in smaller print, at the bottom of the landing page, and which were labeled "help" and "terms and conditions."

22. If a consumer clicked on "Help," he proceeded to a section of the website entitled "Program Details." A true and accurate copy of "Program Details" is attached hereto, as Exhibit "C." (Pgs. 4-10 of attachments). If the consumer clicked on "Terms and Conditions," he proceeded to another section of the website, attached as Exhibit "D" (Pgs 11-17 of attachments).

23. Neither the "Program Details" nor the "Terms and Conditions" sections of Defendants' website clearly, conspicuously and unambiguously disclosed the following material facts:

(i) That every "free" gift required the consumer to make one or more cash purchases, not just to accept potentially no-cost offers such as free trial period subscriptions or no-annual fee credit cards. Defendants' website described free trial subscriptions and no-annual fee credit cards as examples of the types of "offers" which they included in the registration process for obtaining a free gift, without further disclosing that these types of no-cost or low-cost offers would be insufficient to obtain a "free" gift, unless cash purchases were also made;

(ii) That the combined dollar amount of purchases required to receive a free gift could exceed the retail cost of the "free" gift;

(iii) That the total cost of required purchases, necessary to obtain a "free" gift would not be disclosed to the consumer at the commencement of the registration process. Instead, that consumers would be asked to sign up for multiple "offers," only discovering after the fact whether the number of purchases made up to that point satisfied program requirements;

iv) That if the consumer abandoned the registration process after signing up for trial subscriptions and visa cards, or after making purchases (but still before knowing the total cost necessary to obtain his "free" gift) that there would be no "opt-out" button or other process for the consumer to easily cancel the numerous transactions.

24. When a consumer proceeded down the "registration path," he first completed what Defendants called a "survey." The "survey" was a series of dozens of advertised products and services, presented one at a time, wherein the consumer could either accept or reject each offer.

25. After completing the lengthy "survey," the consumer would then reach a web page congratulating him on reaching the "Last Step." He would be told that if he accepted a specified number of additional offers further listed below that he would receive his "FREE" reward.

26. An example of the "Last Step" web page is attached hereto, as Exhibit "E." (Pgs 18-20 of the attachments). The attached web page advised the inquiring consumer that he could obtain a free Compaq Presario Notebook Computer by just accepting 2 of the listed offers, even though these listed offers included no-cost offers (such as a Discover Card).

27. The "Last Step" page was deceptive and unfair because this page was not the last page at all. There were two additional pages which had to be completed to obtain any reward.

28. A managerial level employee of the Defendant companies, named Jeff Love, complained to Niuniu Ji about this deceptive "Last Step" advertising and confirmed his complaint by e-mail dated 11/17/04. However, Niuniu Ji and the Defendant companies never corrected the deceptive advertising statement.

29. A true and correct copy of the 11/17/04 e-mail is attached hereto, as Exhibit "F."

30. The "Last Step" advertising claim was not the only deceptive or unfair claim made in Defendants' advertising. Defendants' entire method of operation (i.e., advertising of a "FREE" reward) is deceptive and unfair because Defendants have already represented, in response to a prior subpoena, that these types of no-cost trial offers cannot, in and of themselves, qualify anyone for a "free" gift, without actual cash purchases being made in addition. See also, e-mail

from Jeff Love to Niuniu Ji dated 11/3/04, Exhibit "G" (pg. 23 of exhibits) and e-mail from Jack Owen to Niuniu Ji dated 11/27/04, Exhibit "H" (pg. 24 of exhibits) reflecting company's knowledge of its own misleading practices.

**Facts Concerning Defendants' Concealed
Efforts to Gradually Move Operations Outside
Florida Jurisdiction and Perhaps Outside US Jurisdiction**

31. At some point after the ATTORNEY GENERAL had already commenced its investigation (i.e., after 5/22/06), and with full knowledge of the pendency of the investigation, NIUNIU JI began forming sibling corporations in the US Virgin Islands and also in Bermuda, which is a foreign country. At some time within the past several months, NIUNIU JI reportedly relocated to the US Virgin Islands.

32. The names of the Virgin Island Corporations are: INTREPID INVESTMENTS, LLC WARWICK INTERACTIVE, LLC and BRISTOL INTERACTIVE, LLC.

33. The names of the Bermuda Corporation is WORLD AVENUE BERMUDA, LLC.

34. Defendants never disclosed these material facts to the ATTORNEY GENERAL's office, during the course of the ATTORNEY GENERAL's investigation, and only disclosed this after they realized that the ATTORNEY GENERAL had independently learned these facts.

35. The ATTORNEY GENERAL's office first learned of the personal and corporate relocation efforts, on August 15, 2007, when it was contacted by authorities from the US Virgin Islands, who were already suspicious concerning the legitimacy of the company's operations and who wanted to learn more about the ATTORNEY GENERAL's investigation before awarding various tax incentives for the company to relocate its operations to the US Virgin Islands.

36. NIUNIU JI had applied to the U.S. Virgin Islands Economic Development Authority for various tax credits, which have not yet been granted and which may never be granted. He failed to disclose the existence of the ATTORNEY GENERAL's investigation to Virgin Island authorities but they learned about the ATTORNEY GENERAL's investigation independently, over the internet, and contacted the ATTORNEY GENERAL's office.

37. When NIUNIU JI learned that he might not receive relocation tax incentives from the Virgin Islands, he threatened Virgin Islands Officials that he could simply move his operations to Bermuda, and further informed Virgin Islands Officials that he had already incorporated a company under the name of WORLD AVENUE BERMUDA, LLC.

38. Although Defendants assert that the entire relocation and formation of new corporations is tax driven, and that there is no intent to avoid Florida or federal jurisdiction, Defendants pattern of gradually and secretly relocating outside of Florida, and perhaps eventually to Bermuda or some other foreign destination, gives the ATTORNEY GENERAL grave concern.

39. The Court should take emergency steps to insure that Defendants post bond as a condition of further efforts to relocate outside Florida's jurisdiction or to relocate assets outside the jurisdiction. Otherwise, any money judgment or injunctive relief could prove either unenforceable or extremely costly and difficult to enforce.

COUNT 1

DECEPTIVE AND UNFAIR TRADE PRACTICES CHAPTER 501 PART II, FLORIDA STATUTES

40. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 39 as if fully set forth below.

41. Chapter 501.204(1), Florida Statutes, declares that unfair or deceptive acts or practices in the conduct of any trade or commerce are unlawful.

42. At all times material, Defendants engaged in various deceptive and unfair trade practices, as set out further herein, in willful violation of Chapter 501, Part II, Florida Statutes (2007). Among said acts and practices were the following:

43. The Defendants' advertising claims offering "FREE" merchandise are false, grossly exaggerated or misleading.

44. The Defendants' advertising claims assuring consumers that they have reached the last or final step (i.e., "Last Page" assurances) are false, grossly exaggerated or misleading

45. The acts and practices of the Defendants, as herein alleged, have been injurious to the public and have resulted in damages thereto and as to Defendants' competitors, constitute unfair and deceptive acts and practices and/or unfair methods of competition, within the intent and meaning of Section 501 Part II, Florida Statutes. Said acts and practices further constitute unfair and deceptive acts and practices within the intent and meaning of the Federal Trade Commission Act and pursuant to the standards of unfairness and deception set forth and interpreted by the Federal Trade Commission and federal court.

46. Defendants' activities violate FDUTPA and should be enjoined.

47. Defendants knew or should have known that their acts and practices were unfair or deceptive. See, for example, Exhibits "G" and "H."

48. Consumers have suffered injury from Defendants' conduct.

WHEREFORE, Plaintiff requests this Court to:

(a) enter an order permanently enjoining the Defendants, its agents, employees, or any other persons who act under, by, through, in concert with or on behalf of any of the Defendants from engaging in the business of internet lead generation, incentivized marketing, or any other internet based business;

(b) alternatively, enter an order permanently enjoining the Defendants, its agents, employees, or any other persons who act under, by, through, in concert with or on behalf of any of the Defendants from using the word "FREE" in any advertising or marketing materials (including but not limited to websites, e-mails and banners) or any words to similar effect, such as "COMPLIMENTARY.";

(c) alternatively, enter an order permanently enjoining the Defendants, its agents, employees, or any other persons who act under, by, through, in concert with or on behalf of any of the Defendants from using the word "FREE" in any advertising or marketing materials (including but not limited to websites, e-mails and banners), or any words to similar effect, such as "COMPLIMENTARY," unless there is a clear and conspicuous adjacent disclosure, in equal sized print, that obtaining a "FREE" or "COMPLIMENTARY" item requires a cash purchase;

(d) enter a temporary injunction upon motion, and waive bond in connection with the entry of the same;

(e) require Defendants to post cash bond as a condition of further relocation efforts, either of assets or of business operations, in a sufficient amount to adequately ensure that any judgment obtained in this action would be collectable, after examining Defendants' tax returns, which are anticipated to reveal tens of millions in annual net profit or income;

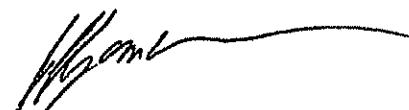
(f) award actual damages to all consumers who are shown to have been injured in this action, pursuant to Section 501, Part II, Florida Statutes (2007);

(g) award reasonable attorney's fees and costs to Plaintiff herein, pursuant to Section 501.2105, Florida Statutes (2007);

(h) assess against the Defendants herein civil penalties in the amount of Ten Thousand Dollars (\$10,000.00) for each act or practice found to be in violation of Chapter 501, Part II, Florida Statutes (2007) and;

(i) Such other and further relief as is just and proper.

Respectfully submitted,
BILL McCOLLUM,
ATTORNEY GENERAL



Jeffrey M. Dikman
Senior Assistant Attorney General
Florida Bar No: 274224
OFFICE OF THE ATTORNEY GENERAL
1515 North Flagler Drive, Suite 900
West Palm Beach, FL 33401
Telephone: 561-837-5000
Facsimile: 561-837-5109

INDEX OF EXHIBITS

	Pages
Exhibit "1" SAO Deferral.....	i
Exhibit "2" Determination of Public Interest.....	ii.
Exhibit "A" (Sample "Google" advertisement).....	1
Exhibit "B" (Niutech "Landing Page").....	2-3.
Exhibit "C" ("Program Details").....	4-10
Exhibit "D" ("Terms and Conditions").....	11-17
Exhibit "E" ("Last Step").....	18-20
Exhibit "F" (11/17/04 E-Mail from Jeff Love to Niuniu Ji).....	21
Exhibit "G" (11/3/04 E-Mail from Jeff Love to Niuniu Ji).....	22
Exhibit "H" (11/27/04 E-Mail from Jack Owen to Niuniu Ji).....	23

08/17/2007 11:32 5613557281

SUE

PAGE 02



BARRY E. KRISCHER
STATE ATTORNEY

OFFICE OF THE
STATE ATTORNEY

FIFTEENTH JUDICIAL CIRCUIT OF FLORIDA
IN AND FOR PALM BEACH COUNTY

August 17, 2007

Jeffrey M. Dikman
Senior Assistant Attorney General
Office of the Attorney General
Economic Crimes Division
1515 North Flagler Drive, Suite 900
West Palm Beach, FL 33401

Re: World Avenue U.S.A., LLC and Niuniu Ji

Dear Mr. Dikman:

The Office of the State Attorney has reviewed your draft civil complaint, which alleges that World Avenue U.S.A., LLC and Niuniu Ji have violated Chapter 501, Part II, Fla. Stat.

Pursuant to Section 501.203(2), Fla. Stat., we hereby confirm our decision to defer any civil jurisdiction to the Florida Attorney General. Our core mission has been, and continues to be, criminal prosecutions, rather than civil actions. For this reason, we have determined that it would be more efficient for the Florida Attorney General to commence any civil action, if your agency determines that a civil action would be appropriate.

Very truly yours,

Preston Mighdoll
Assistant State Attorney
Chief, Economic Crimes and
Crimes Against the Elderly Unit

cc: SAO file

401 N. Dixie Highway, West Palm Beach, Florida 33401-4209
(561) 355-7100

I

08/20/2007 13:45

858-488-4483

ECONOMIC CRIMES UNIT

PAGE 02/02

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

OFFICE OF THE ATTORNEY GENERAL,
DEPARTMENT OF LEGAL AFFAIRS,
STATE OF FLORIDA,

Plaintiff,

Case No.:

vs.

WORLD AVENUE U.S.A., LLC, a Delaware
Limited Liability Corporation, Successor by
Merger to NIUTECH, LLC, a Florida Limited
Liability Corporation, and NIUNIU JI,
an individual.

Defendants.

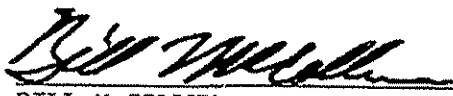
DETERMINATION OF PUBLIC INTEREST

COMES NOW, BILL MCCOLLUM, ATTORNEY GENERAL, STATE OF
FLORIDA, and states:

1. Pursuant to Section 20.11, Florida Statutes (2007), I am the head of the Department of Legal Affairs, State of Florida (hereinafter referred to as the Department).
2. In this matter, the Department seeks actual damages on behalf of one or more consumers caused by an act or practice performed in violation of Chapter 501, Part II, Florida Statutes (2007).
3. I have reviewed this matter and I have determined that an enforcement action serves the public interest.

Dated:

08/20/2007


BILL MCCOLLUM
ATTORNEY GENERAL
STATE OF FLORIDA

free Dell laptop - Google Search

Page 1 of 3

[Sign in](#)

Google [Web](#) [Images](#) [Video](#) [News](#) [Maps](#) [more »](#)
 [Advanced Search](#)
[Preferences](#)

Web

Results 1 - 10 of about 10,100,000 for [free Dell laptop](#). (0.14 seconds)

Dell Official Site

[www.Dell.com](#) Powerful & Affordable Dell PCs. Shop Home Systems Now! Purely You

[Sponsored Links](#)

[Sponsored Links](#)

Free Notebook Computer

[OnlineRewardCenter.com](#) We'll Ship You A Notebook Free. Simply Complete Our Online Survey! *

[Free Apple Laptop](#)
Get The New Apple Notebook.
Complete Our Survey & Get It Free!
[Ontheweb-offer.com](#)

Free Dell Laptop Computer :: Consumer Testing Offer

Consumer Incentive Promotions is looking for consumers interested in testing Dell Laptops. That's right, test and keep the laptop for FREE! ...

[www.pointsincase.com/free/dell_laptop.htm](#) - 41k - [Cached](#) - [Similar pages](#)

Free Computers, free laptop, free pc, free notebook, free desktop ...

Free Dell Laptop Computer - Nothing against your desk, but do you really need to be together 24/7? Get out a little more with a Free Dell Laptop Computer. ...

[www.offree.net/free_computer.html](#) - 57k - [Cached](#) - [Similar pages](#)

Get FREE Laptop, FREE iPod, and much more FREE Stuff!! Forget ...

FREE Dell Laptop (Latitude D505) sent to Canada (CA). 21-8-2006 FREE Canon EOS 350D (FREE Digital Rebel XT) sent to Spain (ES). 20-8-2006 ...

[www.getgiftsforfree.com/index.php?ref_id=64k](#) - [Cached](#) - [Similar pages](#)

Dell Home Systems Notebooks

View Dell Inspiron notebook models and custom configure a system now. ... Free Shipping & Handling! Inspiron. Digital Entertainment Notebooks ...

[www.dell.com/us/en/dhs/products/series_inspn_notebooks.htm](#) - 43k - [Cached](#) - [Similar pages](#)

Totally Free Stuff - Sony, HP, or Dell Laptop (Offers Req/USA)

Would you like a Dell, Sony, or HP Laptop by participating in a special promotion? Visit [RewardsGateway.com](#) to qualify for a free laptop computer today.

[www.totallyfreestuff.com/index.asp?ID=5478](#) - 31k - [Cached](#) - [Similar pages](#)

Free Dell Laptop Offer

Laptop on Sale

Up to 50% off name brand Laptops and accessories. \$2.95 Shipping!
[Overstock.com](#)

Free High End Laptop

Get a Free Brand Name Laptop. 100% Free. No Cost. Free Shipping.

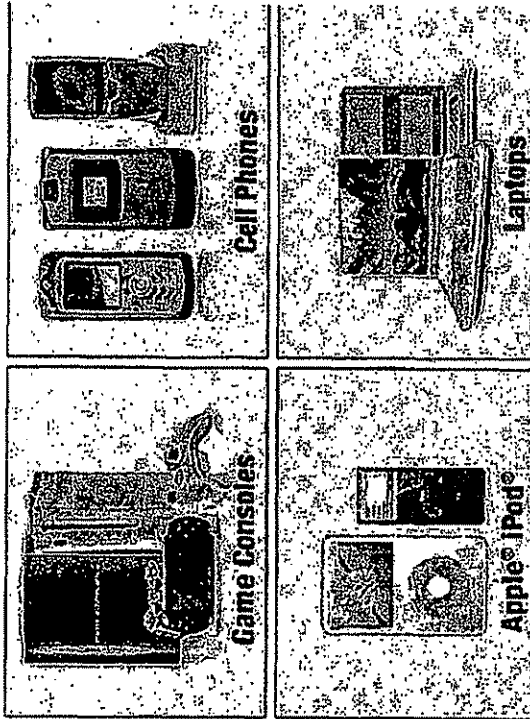
<http://www.google.com/search?hl=en&q=free+Dell+laptop>

11/13/2006

OnlineRewardCenter

Page 1 of 2

online reward center



Compaq® Presario® Laptop

CONTINUE

* Cellular service plan not included.

**Release date for the Sony® PS3® product is uncertain. Fulfillment may be delayed based on availability. You will have the option to choose the cash equivalent if you do not wish to wait for our ability to fulfill this offer.

***XBOX® 360™ fulfillment may be delayed based on availability. You will have the option to choose the cash equivalent if you do not wish to wait for our ability to fulfill this offer.

OnlineRewardCenter Gift Program is not endorsed, sponsored by or affiliated with PS3®, Playstation®, Sony Corporation, XBOX® 360™, Microsoft®, Microsoft Corporation, Motorola®, RAZR™, SLVR™, Motorola, Inc., Nokia®, Nokia Corporation, Apple®, iPod®, iTunes®, Apple Computer Inc., Compaq® Presario®, Compaq Computer Corporation, Gateway® Notebook, Gateway, Inc. or any other merchant listed above. Such terms are registered trademarks of their respective owners.

*This promotion is conducted exclusively by OnlineRewardCenter and is subject to participation terms and conditions. Receipt of your item requires compliance with offer terms, including: age and residency requirements; registration with valid email address, shipping address and contact phone number; completion of user survey and sponsor promotions. Upon valid completion of all Program Requirements. We will ship your item to your provided shipping address. Unless otherwise indicated, participation eligibility is restricted to US residents, 18 and over. Void where prohibited.

[Check Gift Status](#) - [Help](#) - [Privacy Policy](#) - [Terms & Conditions](#) - [Unsubscribe](#) - [Contact Us](#)

http://www.onlinerewardcenter.com/rd_p?p=96980&l=434&a=free%20notebook

11/13/2006

Exhibit "B"

2

OnlineRewardCenter

Page 2 of 2

Copyright © 2006 OnlineRewardCenter. All rights reserved.

m

http://www.onlinerewardcenter.com/rd_p?p=96980&t=434&a=free%20notebook

11/13/2006

Help Desk

Page 1 of 7



 onlinerewardcenter

Help Gift Status Testimonials Contact Us

Program Details

How Does This Program Work?

Certain incentive promotion programs (each, a "Program") are made available on this website ("Site"), as operated by Net Radiance, the Site's owner ("Company"). By applying on the Site, consumers can attempt to qualify to receive a variety of gifts from us ("Gift") after fulfilling the applicable Program participation requirements ("Program Requirements"). The Program, Program Requirements and any and all other aspects of the Site, are governed by the Site Terms and Conditions ("Terms and Conditions"). To access our Terms and Conditions, please click on the link at the bottom of this page. To the extent that anything contained herein contradicts or is in any way inconsistent with the Terms and Conditions, the Terms and Conditions shall control in all respects.

Qualification for Gifts is based on satisfactory completion of a requisite number of Offers. Offers include Company Offers and third party Offers. Some Offers are hosted on the Company's websites and others are hosted by third party partners. Offers from third party advertisers that participate in our Program ("Third Party Partners") are often hosted by the third party advertisers who pay us to send consumers to their websites, where these consumers consent to receive their solicitations and/or where consumers participate in their Programs. We reward consumers with the applicable Gift with free shipping in exchange for satisfactory completion of the requisite number of Offers and adhering to all of the applicable Program Requirements!

By providing your personal contact information by and through the Site, you grant Company, and its Third Party Partners and other affiliates and third parties, the right to use such information for any and all purposes set forth in the privacy policy ("Privacy Policy"). To access our Privacy Policy, please click the link at the bottom of this page. To the extent that anything contained herein, or in the Terms and Conditions, contradicts or is in any way inconsistent with the Privacy Policy, the Privacy Policy shall control in all respects.

3 Easy Steps to Get Your Gift

To receive the Gift associated with the applicable Program, you must complete the following steps:

1. Register for your Membership with us by providing accurate, valid and complete contact information (you must provide your full legal name, postal address, land line or mobile telephone number and valid e-mail address) as requested so that we know where to ship your Gift, and other commercial communications as set forth in the Privacy Policy. You will not receive your Gift if you provide false, invalid or incomplete information during the registration process or thereafter.
2. For this promotion, Toshiba vs. Gateway, you must complete a total of 10 offers as follows: Page 1 - complete any 2 offers; Page 2 - complete any 2 offers; Page 3 - complete any 6 offers to get your gift. You must complete the Program exactly as indicated on each applicable page of the Site

http://www.onlinerewardcenter.com/info.htm?lp=gift_help&promo_name=compaqvs Toshiba gateway

11/13/2006

Help Desk

Page 2 of 7

and in the applicable Program Requirements in order to complete the Program currently featured on the Site (the "Incentive Gift"). If you do not correctly, and fully, complete the number of Offers required on each page, you will not be entitled to a Gift. If you have any questions, please contact us.

Examples of Offers required by the Program Requirements of our Third Party Partners include, but are not limited to, trial offers, credit cards, free quote requests, product offers, service offers and other low-cost or commercial Offers. Typically, there are a variety of Offers presented for your selection on the applicable pages of the Site - some Offers require a purchase to be made, while others are free trials that convert to paying obligations if not canceled or free applications that do not require an initial purchase (and can be canceled without obligation if you do not want to consent to the purchase after the free period ends).

To 'complete' an Offer, you must sign up for the applicable Offer, get approval for your application from the applicable Third Party Partner, (where applicable) get activated by the applicable Third Party Partner for such Third Party Partner's Offer and meet any and all other conditions and steps required by such Third Party Partner for that Offer. For some credit card Offers, the card must be activated by making a purchase, balance transfer or cash advance in order for the Offer to be considered 'completed'.

When our Third Party Partners report to us that you have completed the requisite number of Offers associated with the Program, to their full and complete satisfaction, which they may withhold for any reason in their sole discretion, your account ("Member Account") will be updated accordingly and you will receive a Gift redemption voucher ("Gift Redemption Voucher") from us. It will typically take between four (4) to six (6) weeks before we get confirmation of your completion of the requisite Offers associated with the subject Program from the applicable Third Party Partners. The Gift Status section of your Member Account shall indicate the results of this process, so please be patient and be sure to check the Gift Status section of your Member Account regularly. Be sure to print out and keep the pages showing that you have signed up for each Offer as you complete same.

3. Check the Gift Status section of your Member Account at least weekly. Print out and mail your Gift Redemption Voucher when you receive same in your Member Account. Be sure to check the Gift Status section of your Member Account regularly so that you know when your Gift Redemption Voucher is available for you to print out, complete and mail in for your Gift. You must send in your Gift Redemption Voucher within ninety (90) days after your Gift Redemption Voucher is made available to you in the Gift Status section of your Member Account or your Gift Redemption Voucher will expire and you will not be entitled to receive your Gift. Once you have sent in your Gift Redemption Voucher, the Gift Status section of your Member Account will be updated. Be sure to keep a copy of your Gift Redemption Voucher. Upon our receipt of your properly completed Gift Redemption Voucher, it will take six (6) to eight (8) weeks to ship you your Gift. Please be patient.

Note: We are solely responsible for all Gift fulfillment. All questions related to Gift fulfillment should be directed to us. For more information on the Gift fulfillment process, the Programs and any other matters associated with the Site, please review our Terms and Conditions by clicking on the link at the bottom of this page. You can reach our Customer Service Department by clicking the Contact Us link on this page. *Please do not contact our Third Party Partners regarding your Gift fulfillment status.* The Third Party Partners are solely responsible for their Offers, Program Requirements, refunds, products, cancellations and related customer service. *Please do not contact us regarding Third Party Partners' Offers, products and/or services.*

Frequently Asked Questions

1. Are the programs legitimate?

Yes. Our partnerships with Third Party Partners seeking to acquire new consumers enable us to give away the Gifts. We have sent tens of thousands of Gifts to consumers over the years. Essentially, our advertisers cover the costs of your Gift, including shipping and handling.

2. How much will the Gift cost me?

http://www.onlinerewardcenter.com/info.htm?ip=gift_help&promo_name=compaqvsoshibavsgateway

11/13/2006

Help Desk

Page 3 of 7

Your Gift, including shipping and handling, is free upon completion of the requisite Offers associated with each Program and Gift. Some Third Party Partners may require you to make purchases, or sign up for free trials or memberships that convert to charges for the applicable products, or paying memberships, if not canceled within the given time period. Please be sure to review the Program Requirements of each Offer for specifics on costs and other conditions for fulfilling the requirements.

3. How do I get my Gift?

Please read the Terms and Conditions and this document, the Program Requirements, carefully for details on how to receive your Gift. The Terms and Conditions can be found by clicking the link at the bottom of this page.

4. What are "Offers"?

Offers may include free trials that may convert to charges for the applicable products, or services, if not canceled, free quotes, purchases of products, services or paying membership applications. Your completion of the Offers associated with the Program helps you to qualify to receive your Gift from us.

5. How many Offers do I have to complete to get my Gift?

Each Program requires the completion of a set number of Offers on up to three (3) Offer pages, as well as other conditions set forth in the Terms and Conditions and applicable Program Requirements, if any (Example: Page 1 may say "Complete two (2) Offers on Page 1," Page 2 may say, "Complete four (4) Offers on Page 2," and Page 3 may say, "Complete six (6) Offers on Page 3"). We include a variety of Offers on each page so that you can choose the Offers that you find most attractive.

6. How often do you change the Offers on each page?

The Offers on each page change periodically. We strive to give you a variety of choices to fit your interests. We encourage you to check back often with us for additional Offers that may interest you.

7. How do I complete an Offer?

In order to complete an Offer, you must meet all of the conditions and steps associated with each such Offer. Some Third Party Partners require you to purchase products and/or services, sign up for a paying membership or participate in a trial offer for products, services or membership that may convert to payment obligations if not canceled within the free trial period. Others require approval or activation of an account (For some credit card-related Offers, the card must be activated by making a purchase, transferring a balance or getting a cash advance for the applicable Offer to be considered "complete"). Be sure to keep a copy of any documentation that confirms your completion of an Offer, such as receipts, shipping labels, credit card statements and/or other valid proofs of purchase.

8. Does the survey I filled out in the beginning count towards my total completed Offers?

No. The purpose of the survey is to learn about your interests, so that we can provide you with information and future marketing materials and Offers that fit your personality and lifestyle.

9. I completed Offers, but they are not showing up in your system. Why?

http://www.onlinerewardcenter.com/info.htm?ip=gift_help&promo_name=compaqvstoshibavsgateway

11/13/2006

Help Desk

Page 4 of 7

Offers will show as "completed" on your Gift Status Page after we receive notification from the applicable Third Party Partner that you have met the subject Offer requirements. Once we receive confirmation, the status will change from "Not Reported" to "Completed." While all credit cards require approval, some may require additional activation and a purchase before the underlying Offer shows up as "Completed" in your Member Account area. It may take four (4) to six (6) weeks before we receive confirmation from the applicable Third Party Partner, so please be patient. If six (6) weeks has passed from the time that you believe that you completed the applicable Offer, and it is still not showing up in our system, please contact our friendly Customer Service team. We recommend checking the Gift Status page in your Member Account weekly. It is also recommended that you keep a copy of any documentation that confirms completion of an Offer in order to help you get your Gift on time.

NOTE: It may take up to twenty-four (24) hours for the Gift Status page of your Member Account to update.

10. How will I know when I have qualified for my Gift?

A message stating, "You have qualified for your Gift" will be posted on the Gift Status Page in your Member Account, along with a Gift Redemption Voucher that you need to print out and complete. You must mail your fully completed Gift Redemption Voucher to the address listed on the voucher within ninety (90) days after your Gift Redemption Voucher is made available to you. Keep a copy of your completed Gift Redemption Voucher for your records.

11. When will I get my Gift?

You should receive your Gift within six (6) to eight (8) weeks after mailing in your completed Gift Redemption Voucher. If eight (8) weeks has passed since you mailed in your Gift Redemption Voucher, and you still haven't received your Gift, please contact our friendly Customer Service team.

12. How do I cancel a Membership, Offer, transaction, purchase or other agreement with a Third Party Partner?

Third Party Partners are solely responsible for their Offers, products and/or services and any associated refunds, cancellations and customer service. We are unable to assist with any of these matters.

13. Am I being spammed? /How do I unsubscribe from receiving e-mail?

No. Our e-mails are not SPAM. We strictly comply with the guidelines established by the CAN SPAM Act of 2003, as amended. However, in exchange for your Gift, use of the Site and participation in the Programs, you agree to receive e-mail solicitations from us, our Third Party Partners, as well as our other third party advertisers and marketers. To stop receiving e-mail from us, our Third Party Partners and/or our third party advertisers and marketers, please follow the instructions contained in our Privacy Policy. To access our Privacy Policy, please click the link at the bottom of this page.

14. Why am I getting Pop-Ups?

If you are getting an excessive number of Pop-Ups, it is possible that your computer has been infected by spyware and/or adware. **We DO NOT install any type of spyware or adware on your computer and disapprove of its use.** Contact your Internet service provider for instructions on removing such programs.

15. Can I change or update my contact information, including my e-mail address?

At this time, changes to your contact information, including your e-mail address, cannot be processed. Please make sure to retain the original e-mail address that you provided to us when you registered to become a Member in order to access your Member Account and check on your Gift status.

http://www.onlinerewardcenter.com/info.htm?ip=gift_help&promo_name=compaqstoshibavgateway

11/13/2006

Help Desk

Page 5 of 7

16. Am I eligible to become a Member?

To qualify to become a Member, you must read the Terms and Conditions, Privacy Policy and any other applicable policies and agree to them in their entirety. In addition, you must be a person over eighteen (18) years of age who is a resident of the United States. To access our Terms and Conditions and/or Privacy Policy, please click the applicable link(s) at the bottom of this page. Employees and relatives of the Company, and persons residing with such individuals, are not eligible to become Members. Only one Membership per person is permitted. Corporations, businesses and governmental entities are also not eligible to become Members or otherwise participate. For purposes of this Agreement, "United States" shall be defined as the fifty (50) states of the Union and territories including Midway Islands, Puerto Rico, American Samoa, Virgin Islands, Micronesia, Marshall Islands, Northern Mariana Islands, Palau and Guam.

17. How many Gifts can I receive?

Currently, we allow only one (1) Gift per person. Only one Member Account, e-mail address, phone number and postal address per individual is permitted in connection with your use of the Site.

18. Do I have to pay taxes on my Gift?

To comply with federal and state tax codes, we report your receipt of any Gifts with an estimated value in excess of Six Hundred Dollars (\$600) to the IRS. We must obtain your Social Security Number in order to do this. Federal and state tax authorities will consider your Gift "income." Please visit www.irs.gov for more information.

19. Can I change my Gift?

No. Once you have registered for a specific Gift, it cannot be changed.

20. How do I return to the Offer pages to review or finish the applicable Offers?

To return to any of the three Offer pages, simply click on the link provided on the Gift Status Page of your Member Account. From there, you can review and complete additional Offers to satisfy requirements for your Gift.

21. How do I check the status of my Gift?

To check your Gift status, please visit the Gift Status Page of your Member Account. Upon first completing an Offer, the Offer may show up in your Gift Status Page as an "Offer Viewed." Once we receive confirmation from the applicable Third Party Partner that you have fulfilled all of the subject Offer requirements, the status will change from "Not Reported" to "Completed" on the Gift Status Page of your Member Account. If you choose not to complete the Offer, the Offer will remain posted as "Not Reported." While all credit cards require approval, some may require additional activation and a purchase before the underlying Offer will show up as "Completed" on the Gift Status Page of your Member Account.

22. If I cancel a membership, trial offer or other agreement with a Third Party Partner immediately after signing up, if applicable, will the associated Offer be considered "Completed?"

It depends. Some Third Party Partners may require you to sign up and make a purchase, activate an account or other condition for the applicable Offer to be considered "Completed." Some do not. Please review the specific Program Requirements associated with the applicable Offer for participation details.

http://www.onlinerewardcenter.com/info.htm?tp=gift_help&promo_name=compaqstoshibavgateway

11/13/2006

Help Desk

Page 6 of 7

23. Is there any time limit to complete the Offers?

Yes. Each Member has twelve (12) months to complete the required number of Offers to qualify for the Gift. Additionally, once you have qualified to receive your Gift, you will then have ninety (90) days to submit your Gift Redemption Voucher from the time that such Gift Redemption Voucher is made available to you in the Gift Status area of your Member Account.

24. Why might I be asked to provide Proofs of Purchase and/or Proof of Identification?

In case of any discrepancy or an audit regarding the completion of your Offers, you may be required to provide proof of completing the Offers in question, along with associated statements. In order to protect you, we may request proof of identification, especially when fraud or identity theft may be suspected.

25. How do I know whether or not I used a valid link to register for the Program?

Our Programs are presented to customers by invitation only. This means that you will only receive valid links through our e-mail advertisements, pop-up advertisements, and/or web page banners. Links obtained through friends or other venues usually are obsolete and will not enable you to qualify for Gift redemption.

26. Why do I need to have my documents notarized?

The notary section of our Confirmation Form and our Gift Redemption Voucher are present for your protection, as well as ours. This notarization assures us that you are the person who qualified for the Gift, and assures you that no other person purporting to be you can claim your Gift.

27. Do I have to complete the Offer(s) through your Site, or can I go to the Third Party Partner(s) directly and complete my transaction(s)?

You will not be able to receive credit for your participation in the Program if you do not complete the Offer through our Site. You must complete the Offers from our Third Party Partners precisely as set forth on the Site in order to receive a Gift.

Is there anything else I should know?

Additional Program-related information can be found in our Terms and Conditions and Privacy Policy. Links to both documents can be found at the bottom of this page.

OnlineRewardcenter
13900 Jog Road, Suite 203-251
Delray Beach, FL 33446
(561) 674-9700

[Advertise](#) [Terms & Conditions](#) [Privacy Policy](#) [Unsubscribe](#)

http://www.onlinerewardcenter.com/info.htm?ip=gift_help&promo_name=compaqstoshibavgateway

11/13/2006

Help Desk

Page 7 of 7

01

http://www.onlinerewardcenter.com/info.htm?lp=gift_help&promo_name=compaqvstoshibavsgateway

11/13/2006

Help Desk

Page 1 of 7

onlinerewardcenter

Help	Gift Status	Testimonials	Contact Us
------	-------------	--------------	------------

Terms and Conditions

ACCEPTANCE OF TERMS

All aspects of Gift and Incentive Promotions and Programs (as those terms are defined hereinbelow) are conducted exclusively by Net Radiance, the owner of this website ("Company") and are in no way affiliated with or endorsed by any of the merchants listed on the website ("Site").

By attempting to become a "member" and/or by clicking "Submit," you ("Member") signify your express consent to these terms and conditions ("Agreement"), as well as to the Site's privacy policy ("Privacy Policy"). For a copy of the Privacy Policy, please click on the Privacy Policy link at the bottom of this page. To the extent that anything contained in this Agreement contradicts or is in any way inconsistent with the Privacy Policy, the Privacy Policy shall control in all respects. If you do not agree to the terms of this Agreement in their entirety, you are not permitted to use the Site and should not click "Submit." Please check the Site and this Agreement periodically for changes, as Company reserves the right to revise this Agreement at any time. The latest Agreement will be posted on the Site, and you should review this Agreement prior to using the Site. By your continued use of the Site, you hereby agree to all of the terms and conditions contained within the Agreement effective at that time. Company reserves the right to terminate a Member's use of the Site at any time, with or without notice, for any reason including, but not limited to, for Member's breach of this Agreement or any instructions contained on the Site.

CONSENT TO RECEIVE ELECTRONIC RECORDS

By participating in the programs offered on the Site (each, a "Program"), you signify your express consent to receive information from Company in electronic format. You will need a computer with browser and Internet access to receive such electronic records. Electronic records may include terms and conditions, agreements, privacy policies, Gift redemption voucher(s) (each, a "Gift Redemption Voucher") and other items.

YOU MUST BE OVER EIGHTEEN (18) YEARS OF AGE AND A RESIDENT OF THE UNITED STATES TO BECOME A MEMBER

This Agreement must be completed, understood and agreed to by a person over eighteen (18) years of age who is also a resident of the United States. Employees and relatives of Company and persons residing with such are not eligible to become Members. Only one (1) Membership per person is permitted. Corporations, businesses and governmental entities are also not eligible to participate. For purposes of this Agreement, "United States" shall be defined as the fifty (50) states of the Union and other territories including the Midway Islands, Puerto Rico, American Samoa, Virgin Islands, Micronesia, Marshall Islands, Northern Mariana Islands, Palau and Guam.

http://www.onlinerewardcenter.com/info.htm?ip=ios&promo_name=compaqvstoshibavgateway

11/13/2006

LICENSE TO USE THE SITE AND BECOME A MEMBER

Upon Company's acceptance of your request to become a Member, as indicated by your express consent to this Agreement, Company hereby grants you a revocable, non-exclusive, non-transferable and limited license to use the Site and participate in our Programs in strict accordance with the terms and conditions of this Agreement and as permitted via other instructions contained on the Site. You acknowledge and agree that all content and materials made available on the Site are the property of Company and its advertisers and licensors and are protected by applicable copyrights, moral rights, trademarks, service marks, patents, trade secrets and other proprietary rights and laws, in the United States and internationally. Company may terminate this license at any time for any reason. You may use the Site on one computer for your own personal, non-commercial use. No part of the Site may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical. You may not use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, reverse engineer, maliciously manipulate any URL or transfer the Site, Site content or any portion thereof. You may not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site. You may not take any action that imposes an unreasonable or disproportionately large load on Site or Company infrastructure. Your right to use the Site is not transferable. All rights not expressly granted herein are fully reserved by Company, its advertisers and licensors, as applicable.

Participation

In attempting to become a Member, you agree to provide your personal contact information (you must provide your full legal name, postal address, land line or mobile telephone number and valid email address) in order to receive solicitations, marketing materials and other communications from us and third party advertisers and marketers (collectively, "Third Party Partners"), via e-mail, telemarketing, direct marketing, mobile marketing and any other method, as set forth in the Privacy Policy. In addition, you agree to participate in the Programs in exchange for the chance to receive a gift or other promotional offer from Company ("Gift"). You must allow cookies and pop-up windows to be active on your system during your participation in the Programs. Please review the information on the Site and in the Help section for Program participation details. Please note that some Programs require that you sign up and make a purchase, or contain other specific conditions, in order to complete such Program requirements ("Program Requirements"). In order to remain eligible to qualify for Program Offers, you must use the same personal contact information that you provided during registration when making purchases from our Third Party Partners. You may opt out of participating in any Program, or cancel your Membership on the Site, at any time by contacting us through the "Help" or "Contact" sections of the Site or by written mail addressed to our Customer Service Manager at the address listed on the Site. However, upon "opting out" of a Program, you may not participate in such Program and you will not receive credit for any Program Requirements not yet fully completed, even where you have already submitted a Gift Redemption Voucher prior to opting out. Upon canceling or terminating your Membership, you may not participate in any Programs and you will not receive credit for any Program Requirements not yet fully completed. You must complete the requirements, and fulfill the other Program Requirements as established by our Third Party Partners, precisely as such Requirements and Program Requirements are set forth on the Site in order to receive the applicable Gift.

If Company approves your application for Membership, Company will set up a member account for you ("Member Account"). In connection with setting up your Member Account, you must provide your e-mail address, which will be: 1) used by Company to identify you; and 2) used by you in the future to access your Member Account. Company will provide you with access to review your account status through the Check Gift Status tool found on the Site.

If you have a question, please e-mail us as set forth in the Help or Contact sections of the Site. Upon your completion of the required Program Requirements, we will receive confirmation from the applicable Third Party Partner within four (4) to six (6) weeks thereafter that you have completed such Program Requirements. If, at any time, we need to verify completion of the Program Requirements, for the purposes of preventing and detecting fraud or to audit and certify our records on behalf of the applicable Third Party Partners, you must promptly provide to us proof of purchases or proof of the completion of other Program Requirement conditions, as applicable, including, but not limited to, credit card statements, receipts and/or shipping labels. In addition, we reserve the right to request proof of identity (such as a copy of your driver's license, passport or other government-issued identification), and to contact the applicable Third Party Partners in order to verify that their records coincide with our records and/or the other material that you provided to us in connection with the applicable Program. Upon confirmation of your full and correct completion of the required Program Requirements, the Gift Status section of your Member Account will be updated to reflect completion. We recommend that you print out copies of your

Help Desk:

Page 3 of 7

13

completed Program Requirements information and check your Gift Status weekly to help us ensure that you get the applicable Gift in a timely manner and to provide notice to us if any technical or other error occurs. When you have earned a Gift, you will see a message in the Gift Status section of your Member Account stating that you have qualified, along with a Gift Redemption Voucher available for you to print out and complete. You must mail your fully completed, notarized Gift Redemption Voucher to the address listed on the voucher no later than ninety (90) days after you receive the Gift Redemption Voucher is made available in the Gift Status section of your Member Account. Keep a copy of your completed Gift Redemption Voucher. Upon our receipt of your Gift Redemption Voucher, you should receive your Gift from us in six (6) to eight (8) weeks. If you do not, please contact us. The entire process may take up to sixteen (16) weeks. We reserve the right to: (a) substitute any Gift item with another of similar value, as determined in our sole discretion; or (b) send you the cash equivalent for the Gift, as determined in our sole discretion. Note that a Gift will be considered income and it is your responsibility to report the receipt of the Gift to the applicable federal and state tax authorities. In addition, should the value of your Gift(s) total \$600 or more, you will also be sent a W-9 that must be completed, notarized and returned with your Gift Redemption Voucher, as required by law.

Please be advised that the ultimate Program Requirements, and other terms and conditions associated with each of our Third Party Partners' Programs, will be determined by the applicable Third Party Partner. These Program Requirements are subject to change in the applicable Third Party Partner's sole discretion. We, or such Third Party Partner, may terminate, suspend and/or modify the Program at any time, in our respective discretion. Unless explicitly stated otherwise, any future offer(s) made available to you on the Site that augment(s) or otherwise enhance(s) the current features of the Site shall be subject to this Agreement. You understand and agree that Company is not responsible or liable in any manner whatsoever for your inability to use or participate in the Programs, qualify for any Gifts, or for your inability to utilize any associated functionality. You understand and agree that Company shall not be liable to you or any third party for any modification, suspension or discontinuation of the Programs and/or any product, service or promotion offered by any of our Third Party Partners. You understand and agree that refusal to use the Site is your sole right and remedy with respect to any dispute with Company.

LICENSE RESTRICTIONS

Use

Currently, we allow only one (1) Gift per person. Only one Membership, Member Account, email address, phone number and postal street address for each individual is permitted for use of the Site. Any attempt by an existing Member to register for another Membership with a different e-mail address in combination with a telephone number and postal address already in our database shall be null and void and shall not qualify for Program Membership consideration. You must provide valid information to become a Member. You agree not to make any false or fraudulent statements in your use of, or to gain access to, the Site or during your Membership. Persons may not share Memberships or Member Accounts. Persons may not change Gift selection at any time during participation in the Program. All duplicate Memberships may be terminated. If you cancel your participation or "opt out" from a Program and then re-subscribe for that Program, you will not receive any credit for prior completion of applicable Program Requirements. If you terminate your Membership, and then re-apply for Membership, Company may reject your application to become a Member again. Except as may be explicitly permitted through the Site, you agree not to save, download, cut and paste, sell, license, rent, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from materials, code or content made available on or through the Site, or any other property of Company or any Third Party Partner. Systematic retrieval of data or other content from the Site or the Site of any Third Party Partner in order to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from Company is prohibited. In addition, use of the content or materials for any purpose not expressly permitted in this Agreement is prohibited. The posting of information or material on the Site by Company or any Third Party Partner does not constitute a waiver of any right in such information and/or materials.

Security

You are responsible for maintaining the confidentiality of your Member Account and for restricting access to your computer. You agree to accept responsibility for all activities that occur through use of your Member Account, including, but not limited to, any purchases.

http://www.onlinerewardcenter.com/info.htm?ip=tos&promo_name=compaqvstoshibavgateway

11/13/2006

You agree that you shall not try to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate or otherwise alter, defraud or create false results from any executable code, contents or materials on or received via the Site or any Third Party Partner's Site. You understand that such actions are likely to subject you to serious civil and criminal legal penalties and that Company shall pursue such penalties to the full extent of the law, and in equity, in order to protect our rights and the rights of our Third Party Partners and other affiliates and business relations.

No International Members

Accessing the Site, and services, products or content available on the Site from places outside the United States (unless expressly set forth herein to the contrary) or where the content is illegal, is prohibited. None of the information on the Site may be downloaded, exported or re-exported into Libya, Iraq, North Korea, Cuba, the National Union for the Total Independence of Angola (UNITA), Iran, Syria, Sudan, Burma (Myanmar), Serbia, Sierra Leone and/or Liberia, or to any group or entity designated as a terrorist organization, International narcotics trafficker, foreign terrorist organization, and/or other foreign persons that have engaged in, or will engage in, activities related to the proliferation of weapons of mass destruction or any other country, group or entity with restrictions imposed by the United States Government. By using the Site, you agree that you are not a citizen of, or a resident in, any of the aforementioned restricted countries, or a participant in any of the aforementioned restricted groups or entities. You agree that you shall comply with all applicable export and import control laws and regulations in your use of the Site, or the materials, products and/or services made available by and through the Site. Without limiting the generality of the foregoing, you shall not export or re-export anything available on, or received through, the Site in violation of local or foreign export laws and/or without all required United States and foreign governmental licenses.

TERMINATION

Company may terminate this Agreement, with or without cause, at any time where: (a) Member is in violation or breach of any provision hereof; (b) Member is acting against the business interests of Company; (c) Member is publicly speaking negatively about Company; (d) Member is acting unlawfully or improperly; or (e) Company deems it appropriate in its sole discretion. Notwithstanding the foregoing, in the event that Member has submitted a valid Gift Redemption Voucher and fully complied with, and satisfied, all conditions of the applicable Program Requirements without having breached this Agreement, Member shall still be entitled to receive the applicable Gift.

MEMBER'S LICENSE GRANT TO SITE

By submitting or communicating your personal information to Company through the Site or otherwise (collectively "Submissions"), you grant Company the right to use the information contained in such Submissions for any and all purposes as set forth in the Privacy Policy. You can "opt-out" of sharing your information with Company in such a manner by following the methods set forth in the Privacy Policy and/or on the Site.

TRADEMARKS

The materials, services and products referenced on the Site are common law or registered trademarks or service marks of Company, its Third Party Partners, licensors, advertisers, merchants or other third parties, as applicable, and you agree never to use same without the express written permission of the applicable party.

THIRD PARTY SITES

You may be transferred to online merchants or other third party websites through links or frames contained on the Site. You are cautioned to read such websites' terms and conditions and/or privacy policies before using such websites in order to be aware of the rules governing your use of such websites.

and their use of your information. Because Company has no control over such third party websites and/or resources, you hereby acknowledge and agree that Company is not responsible for the availability of such third party websites and/or resources. Furthermore, Company does not endorse, and is not responsible or liable for, any terms and conditions, privacy policies, content, advertising, services, products and/or other materials at or available from such third party websites or resources, or for any damages and/or losses arising therefrom. The inclusion of a link or frame to such websites does not imply endorsement of such websites by Company and any association with its operators is provided solely for your convenience. You agree that Company has no liability whatsoever in connection with such third party websites and your usage thereof.

DISCLAIMER OF WARRANTIES

THE SITE, THE PROGRAMS, GIFTS, AND ANY PRODUCTS AND/OR SERVICES THAT YOU MAY RECEIVE FROM US OR ONE OF OUR THIRD PARTY PARTNERS ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ALL WARRANTIES, EXPRESS AND IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND/OR FITNESS FOR A PARTICULAR PURPOSE). IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, COMPANY MAKES NO WARRANTY THAT: (A) THE SITE, THE PROGRAMS, GIFTS, AND ANY PRODUCTS AND/OR SERVICES THAT YOU MAY RECEIVE FROM US OR ONE OF OUR THIRD PARTY PARTNERS WILL MEET YOUR REQUIREMENTS; (B) THE SITE, THE PROGRAMS, GIFTS, AND ANY PRODUCTS AND/OR SERVICES THAT YOU MAY RECEIVE FROM US OR ONE OF OUR THIRD PARTY PARTNERS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (C) THE APPLICABLE GIFT WILL MEET WITH YOUR REQUIREMENTS AND/OR THAT ANY THIRD PARTY PARTNER WILL PERFORM ITS ASSOCIATED OBLIGATIONS IN A TIMELY OR SATISFACTORY MANNER; (D) YOU WILL QUALIFY FOR A GIFT BY COMPLETING ANY OF COMPANY'S THIRD PARTY PARTNERS' PROGRAM TERMS; OR (E) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, THE PROGRAMS, GIFTS, AND ANY PRODUCTS AND/OR SERVICES THAT YOU MAY RECEIVE FROM US OR ONE OF OUR THIRD PARTY PARTNERS WILL BE ACCURATE OR RELIABLE. THE SITE, THE PROGRAMS, GIFTS, AND ANY PRODUCTS AND/OR SERVICES THAT YOU MAY RECEIVE FROM US, OR ONE OF OUR THIRD PARTY PARTNERS, MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. WE WILL NOT BE LIABLE FOR THE AVAILABILITY OF THE UNDERLYING INTERNET CONNECTION ASSOCIATED WITH THE SITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY, ANY OF ITS THIRD PARTY PARTNERS OR OTHERWISE THROUGH OR FROM THE SITE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT COMPANY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). TO THE FULLEST EXTENT PERMISSIBLE BY LAW FOR: (A) THE USE OR THE INABILITY TO USE THE SITE, THE PROGRAMS, GIFTS, AND ANY PRODUCTS AND/OR SERVICES THAT YOU MAY RECEIVE FROM US OR ONE OF OUR THIRD PARTY PARTNERS; (B) THE USE OR INABILITY TO USE ANY GIFTS, AS WELL AS THE ASSOCIATED PERFORMANCE OR LACK OF PERFORMANCE ON THE PART OF ANY THIRD PARTY PARTNER; (C) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GIFTS, GOODS, DATA, INFORMATION AND/OR SERVICES PURCHASED OR OBTAINED FROM, OR TRANSACTIONS ENTERED INTO THROUGH, THE SITE; (D) THE FAILURE TO QUALIFY FOR A GIFT BY COMPLETING THE PROGRAM TERMS ESTABLISHED BY ANY OF COMPANY'S THIRD PARTY PARTNERS; (E) THE UNAUTHORIZED ACCESS TO, OR ALTERATION OF, YOUR PERSONAL INFORMATION; AND (F) ANY OTHER MATTER RELATING TO THE SITE, THE PROGRAMS, GIFTS, AND ANY PRODUCTS AND/OR SERVICES THAT YOU MAY RECEIVE FROM US OR ONE OF OUR THIRD PARTY PARTNERS. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, IN THE AGGREGATE INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS AND ANY AND ALL OTHER CAUSES OF ACTION. YOU HEREBY RELEASE COMPANY AND ALL OF COMPANY'S THIRD PARTY PARTNERS FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THE LIMITATIONS STATED HEREIN. IF APPLICABLE LAW DOES NOT PERMIT SUCH LIMITATIONS, THE MAXIMUM LIABILITY OF COMPANY OR ANY THIRD PARTY PARTNER TO YOU UNDER ANY AND ALL CIRCUMSTANCES WILL BE TWO HUNDRED AND FIFTY DOLLARS (\$250). YOU HEREBY RELEASE COMPANY AND ALL OF COMPANY'S THIRD PARTY PARTNERS FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THE LIMITATIONS SET FORTH IN THIS SECTION. THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND COMPANY. THE SITE, PROGRAMS, GIFTS, AND ANY PRODUCTS AND/OR SERVICES THAT YOU MAY RECEIVE

Help Desk

Page 6 of 7

FROM US OR ONE OF OUR THIRD PARTY PARTNERS WOULD NOT BE PROVIDED TO YOU WITHOUT SUCH LIMITATIONS.

INDEMNIFICATION

You agree to indemnify and hold Company, its Third Party Partners, its parents, subsidiaries and affiliates, and each of their respective members, officers, directors, employees, agents, co-branders and/or other partners, harmless from and against any and all claims, expenses (including reasonable attorneys' fees), damages, suits, costs, demands and/or judgments whatsoever, made by any third party due to or arising out of: (a) your use of the Site and/or the Programs; (b) your breach of this Agreement; and/or (c) your violation of any rights of another individual and/or entity. The provisions of this paragraph are for the benefit of Company, its Third Party Partners, its parent, subsidiaries and/or affiliates, and each of their respective officers, directors, members, employees, agents, shareholders, licensors, suppliers and/or attorneys. Each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on its own behalf. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Company in asserting any available defenses.

LEGAL COMPLIANCE

Company may suspend or terminate this Agreement or Member's use of the Site immediately upon receipt of any notice which alleges that Member has used the Site for any purpose that violates any local, state or federal law including, but not limited to, the posting of information that may violate third party rights, that may defame a third party, that may be obscene or pornographic, that may harass or assault others, that may violate hacking or other criminal regulations. As set forth in the Privacy Policy, in such an event, Company may disclose the Member's identity and contact information, if requested by a governmental or law enforcement body or as a result of a subpoena or other legal action, and Company shall not be liable for damages or results therefrom and Member agrees not to bring any action or claim against Company for such disclosure.

PARENTAL FILTERING DEVICES

In accordance with 47 U.S.C. Sec. 230(d), parents are notified that there are filtering devices that are commercially available which may assist parents in limiting access to material that is harmful to minors, such as www.netmanny.com, www.cyberpatrol.com, www.cybersitter.com.

CALIFORNIA USER CONSUMER RIGHTS

In accordance with Cal. Civ. Code Sec. 1789.3, California resident users are entitled to know that they may file grievances and complaints at California Department of Consumer Affairs, 400 R Street, STE 1080, Sacramento, CA 95814; or by phone at 916-445-1254 or 800-952-5210; or by email to dca@dca.ca.gov.

MISCELLANEOUS

This Agreement shall be treated as though it were executed and performed in New York, New York and shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflict of law principles). Should a dispute arise concerning the terms and conditions of this Agreement or the breach of same by either party hereto, the parties agree to submit their dispute for resolution by arbitration before the American Arbitration Association in New York City, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. Any award rendered shall be final and conclusive to the parties and a judgment thereon may be entered in any court of competent jurisdiction. Nothing herein shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending an outcome in arbitration. This Agreement, together with the Privacy Policy, constitutes the entire agreement between the parties related to the subject matter hereof, and supersedes any prior or

Help Desk

Page 7 of 7

contemporaneous (oral, written or electronic) agreement between the parties. To the extent that anything contained in this Agreement contradicts or is in any way inconsistent with the Privacy Policy, the Privacy Policy shall control in all respects. If any provision of this Agreement is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof. Member shall not assign or transfer this Agreement and any such transfer shall be null and void. The parties do not intend that any agency or partnership relationship be created through operation of this Agreement.

OnlineRewardcenter
13900 Jog Road, Suite 203-251
Delray Beach, FL 33446
(561) 674-9700

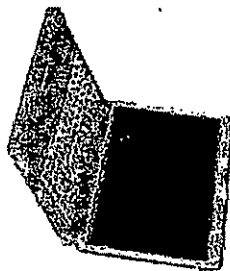
[Advertise](#) [Terms & Conditions](#) [Privacy Policy](#) [Unsubscribe](#)

http://www.onlinerewardcenter.com/info.htm?ip=tos&promo_name=compuqvsloshibavgateway

11/13/2006

Last Step!

Compaq® Presario® Notebook - Reserved for:



Congratulations! To qualify for your FREE* Compaq® Presario® Notebook start by fully completing any 2 of the sponsor offers listed below on this page! It's fast and easy!

How can we offer this Compaq® Presario® Notebook at no cost to you? - Our sponsors cover the costs of the Compaq® Presario® Notebook along with the shipping and handling charges. To claim your Compaq® Presario® Notebook simply complete the offers as instructed. Once you fulfill the participation requirements, we will ship the incentive gift to you with free shipping.

Prior to us shipping the Compaq® Presario® Notebook, you will have the opportunity to re-confirm your shipping address to ensure speedy delivery.

TOP OFFERS PAGE 1 of 3

Complete any 2 offers below to get your FREE Compaq®

Presario® Notebook!

Computer Learning Courses - FREE from Video Professor

Get a computer learning lesson on CD-ROM from Video Professor! Choose from over 15 titles, such as Windows, Excel, eBay and learn new computer skills in 1 hour! Pay only shipping and receive a Free Compact digital Camera.

[CLICK HERE!](#)



BLOCKBUSTER Total Access - Exchange In-Store or By Mail!

- Return Your Online Rentals In-Store + 1 FREE In-store rental per month!
- More than 60,000 titles! Keep 3 DVDs out at a time!
- FREE shipping both ways!
- No Due Dates! No Late fees!
- Start your trial now!

[CLICK HERE!](#)



Rent DVDs Online with NO Late Fees

Try Netflix for FREE - Rent as many DVDs as you want with plans starting at only \$9.99 a month. No Late Fees. Keep each DVD as long as you want.



You must complete the free Netflix trial
CLICK HERE!

Discover® Platinum Clear Card

- 0% Intro APR* on Purchases for 12 months
- 5% Cashback Bonus® in popular categories that change 4x / year*
- Up to 1% Cashback Bonus on all other purchases automatically*

Discover will only approve 1 card at a time for the same person.

You must activate your card by making a purchase, balance transfer or cash advance to complete this offer.

CLICK HERE!



Shopping Essentials+ - Claim a FREE \$25 Walmart gift card as a member

Up to \$3,750 in savings on apparel and accessories through Shopping Essentials+

20% Savings on gift cards* purchased through Shopping Essentials+ for top-name fashion and home retailers - for a savings of up to \$1,200.

CLICK HERE!

From: Jeff Love [jlove@marketresearchsite.net]
Sent: Wednesday, November 17, 2004 10:06 PM
To: 'Nunlu Ji'
Cc: 'Jeff Love'
Subject: Change "Last Step"
As we discussed please change the red banner at the top of the multi-page offers so that "Last Page"
ONLY shows up on the actual last (3rd) page.

Jeff

WA00053720

WA0003941

"F"

21

From: Jeff Love [jlove@marketresearchsite.net]
Sent: Wednesday, November 03, 2004 7:42 AM
To: 'Niuniu Ji'
Cc: 'Jack Owen'; 'Jeff Love'
Subject: RE: <http://w3.ripoffreport.com/reports/ripoff115113.htm>

You've got to be joking. Until we fix the system and provide customers accurate information as we are proposing we cannot open ourselves up to further access. I totally agree with publishing phone numbers, etc. AFTER we fix ourselves. We now have over 9000 support tickets that we can't even touch because the status we get back is the same status this person is reporting!

If you are serious about becoming more legitimate then let's focus on fixing the problems the way we've defined. Then clean up the queue, fix the misleading banners, fix the verbage on the landing page, wait a couple of weeks and THEN re-evaluate if we are ready to post a number and address.

Jeff

From: Niuniu Ji [mailto:nji@marketresearchsite.net]
Sent: Wednesday, November 03, 2004 1:01 AM
To: jlove@staff.theuseful.com
Cc: jowen@staff.theuseful.com
Subject: Fw: <http://w3.ripoffreport.com/reports/ripoff115113.htm>
Importance: High

"They do not list a telephone number or physical address where they can be reached."

What are your opinions about listing a physical address and/or CS phone number on our redeem.htm page?

Also, do you think we should submit a rebuttal at this time or wait until redeem.htm is fixed?

<http://w3.ripoffreport.com/reports/ripoff115113.htm>

<http://w3.ripoffreport.com/results.asp?q1=ALL&q4=8q6=8q3=8q2=8q7=8searchtype=0&submit2=Search%21&q5=EMarketResearchGroup&submit=Search>

on each complaint page there is a section:

REBUTTAL BOX

MY COMPANY HAS BEEN REPORTED! HOW DO I RESPOND?

Are you an owner, employee or ex-employee with either negative or positive information about the company or can you provide "insider information" on this company? Do you have a consumer suggestion on how to resolve this problem or how to avoid it in the future? ONLY these types of responses will be added to the filed report, and will be posted within 24 hours of receipt. Make your voice heard. Let them know your side, too!

CLICK HERE to Send us your rebuttal on this specific report only.

<<http://w3.ripoffreport.com/rebuttalForm.asp?id=115113>>

WA00056965

"G"

22

WA0004025

From: Jack Owen [jowen@marketresearchsite.net]
Sent: Saturday, November 27, 2004 11:22 AM
To: 'Niuniu Ji'; 'Niuniu Ji'
Subject: NetPrime Web Site
Niuniu -

With the Rip-off Report information on Google related to NetPrime, launching the web site or telling candidates our name is NetPrime will open us up to negative issues.

if we get Rip-off Report to remove what they have on their site and Google search clears any history of that, then we will be in good shape - big "if".

We can move ahead with our launch and have a prepared statement about the Rip-off report content to give to anyone who happens to see the Rip-off Report information.

We can move the launch with another name - NetRadiance, NetBamboo, etc... At this time, we have not invested much in the name. We can send an announcement to the organization that we have chosen to use a name other than NetPrime - that will not be a big deal. Other than the fact that we have told employees about it, there really are no other hurdles.

What are your thoughts?



STATE OF FLORIDA • PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office.

THIS 19 DAY OF November, 2010

SHARON R. BOCK
CLERK & COMPTROLLER

By *[Signature]*
DEPUTY CLERK

WA00055690

"H"

23

WA0004011